



Islamabad, Pakistan
Date: October 23, 2014
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Drafted by: Abid Ali Rizvi

To: Offeror

Request Number: **3807399**

From: Contracting Officer
General Services Office
US Embassy
Diplomatic Enclave, Ramna 5
Islamabad

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Subject: **Request for Price Quotation to provide Auction Services**

A. The Embassy requests your price quote **on a priority basis** for the **following item/Services:**

1. ITEM DESCRIPTION:

The U.S. Embassy Islamabad requires the services of an auctioneer who will store, stage auction able U.S. property at his facility, and conduct auction as described in Statement of Work (SOW).

2. SITE VISIT:

A site visit may be organized to inspect auctioneer's storage/auction facility. Date and time of the visit will be decided later with mutual coordination of both the Auctioneer and U.S. Embassy.

3. STATEMENT OF WORK:

3.1. The auctioneer shall maintain a suitable storage facility to receive and store U.S. Embassy property that is authorized for disposal through the auction process. Property received may include, but is not limited to:

- a. Office furniture, furnishings and equipment
- b. Residential furniture and furnishings, to include sofas, loveseats, beds, mattresses, china hutches, credenzas, chest of drawers, mirrors, carpets, tables and chairs
- c. Appliances, to include washers, dryers, cooking stoves, refrigerators, freezers, distillers, oil-filled space heaters, dehumidifiers and air conditioning units.
- d. Heavy equipment and materials, to include generators, chillers, scrap metal, construction equipment and used construction materials

3.2. For the purpose of determining the size of the storage facility and expected volume of property to be auctioned at each disposal sale, the Auctioneer can expect to store and auction approximately 2,000 items, presenting approximately 300 lots.

3.3. Delivery of Embassy property: Embassy warehouse will transport all auction items from Warehouse to Auction yard. Warehouse staff will arrange lots and prepare list. The Auctioneer shall assume responsibility for the property after it's received in the Auctioneer storage facility.

3.4. The Auctioneer shall have adequate warehouse equipment and labor to properly store the items delivered to the facility and making preparations for schedule auctions.

3.5. The auctioneer shall be required to maintain accountable records of inventory as provided by Embassy Property Office and guidance by the staff.

3.6. The Auctioneer shall be responsible for the protection of Embassy property from direct sun, heat, rain, rodent and insect infestations, other environmental conditions, and damage resulting in misuse of warehouse equipment.

3.7. The Auctioneer shall maintain adequate physical security to its storage facility to safeguard U.S. property from pilferage, vandalism and theft. The Auctioneer shall be responsible to reimburse the United States Government a depreciated value of those items pilfered, vandalized or stolen, if it is determined that the Auctioneer was at fault.

3.8. Auctions Sales: The Auctioneer, at his discretion, may conduct the auction at his storage facility or may conduct the auction at a separate location. If an auction is scheduled for an off-site location, the Embassy assumes no responsibility to assist in the transportation or provide labor to move the property to the site.

3.9. In preparation for an auction, the auctioneer shall not, repeat, shall not repair, modify or remove components for spare parts in order to increase the resale value of the items. Items will be auctioned in their original condition as it was received. The auctioneer shall not, repeat, shall not segregate the property lots by age, physical or working condition and appearance.

3.10. The Auctioneer shall be responsible for advertising well in advance the auction through newspapers. Under no circumstances shall the advertisement indicate that the property belongs to the U.S. Embassy. Furthermore, the Auctioneer shall not convey in the auction announcement and to the general public attending the auction the names of Embassy employees or telephone numbers. Advertisement should be of size 7cm x 2 columns across, appearing in Sunday edition of daily Jang, The News, Nawa-e-Waqat and daily Express published from Rawalpindi and Lahore. Advertisement must be appeared in the press on November 23, 2014.

3.11. Prior to a scheduled auction, lots are subject to inspection by Embassy Property Section personnel and adjustments may have to be made to the composition, number and size of the lots. The Auctioneer shall prepare a list of lot items that must be available to the general public during a schedule auction.

3.12. During the auction, the Auctioneer shall be responsible for the accounting of cash and for providing cashier services. This will include preparing and issuing receipts to successful bidders. At the end of the auction, Auctioneer shall properly secure the cash and present the cheque of entire sale proceed (in favor of U.S. Embassy, Islamabad) to the Embassy cashier on next business day of the auction.

3.13. It is a requirement of the U.S. Government that Embassy personnel observe the auction process. Embassy personnel shall have unrestricted access to the auction site. The Auctioneer may be subject to an audit if it is determined if irregularities were uncovered during the auction.

3.14. . Auctioneer will provide adequate manpower (minimum 20 of their employees) on the auction day to use as runners and for standing along with lots to protect the embassy property.

3.15. Auctioneer will make every effort to get best price for the Embassy. Auction will start at 09:00 a.m. and will remain continue till all items are sold.

3.16. Auctioneer will use their auction yard, sound system and all other equipment and facilities required for a successful auction.

4. MANAGEMENT AND SUPERVISION

The contractor shall designate a Supervisor who shall be responsible for on-site supervision of the Contractor's workforce at all times while performing duties. This supervisor shall be the focal point for the Contractor and shall be the point of contact with POC.

The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the POC.

4.1. Prices

S. No	Description of Services	Lump Sum Price & %age of Sale proceed*
1	Storage, staging the auction able property, advertisement and conducting auction per SOW (Lump sum price)	
2	Storage, staging the auction able property, advertisement and conducting auction per SOW (Percentage of sale proceed)	

*Bidders are required to submit both the Lump sum price for the whole auction process (starting from the award date till the submission of sale (proceed cheque to Embassy cashier) and the percentage of sale proceed. Contractor shall be paid either the lump sum price determined in the contract or a percentage of the sale proceed, whichever will be less.

4.2. Materials And Equipment

The contractor shall provide all necessary services, equipment and storage/auction facility in order to accomplish the Government's requirement.

4.3. Government Furnished Property/Equipment

The Contractor is responsible for the proper care of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

5. Insurance

The contractor is responsible for obtaining whatever insurance is necessary according to local laws for the security of Government property while in contractor's custody. The contractor agrees that the Government shall not be responsible for personnel injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

6. Point of Contact (POC):

Point of Contact will be designated before awarding the contract.

7. Period of Performance:

Auction to be scheduled on November 30, 2014 starting from 0900Hrs till the auction able items lasts.

8. TERMS & CONDITIONS

8.1. Inspection & Acceptance:

A Government representative will inspect from time to time the services being performed to determine whether work is being performed in a satisfactory manner and of acceptable quality.

8.2. Payment Terms:

Contractor shall submit invoice upon satisfactory completion of auction, one copy to Financial Management Officer (FMO) U.S. Embassy, diplomatic enclave, ramna-5, Islamabad and a duplicate copy to GSO Contracting Officer. Payment shall be made through EFT within 30 days upon receipt of legitimate invoice. Contractor shall be paid either the lump sum price determined in the contract or a percentage of the sale proceed, whichever will be less.

9. Offer Due Date:

9.1. Please submit your quote on or before **October 30, 2014 at 15:00 hrs Contracting Officer, U.S. Embassy, Diplomatic Enclave, Ramna-5, Islamabad** or via Email to following email addresses:

RizviAA@state.gov
LatifM@state.gov

9.2. Please prepare a quotation on your company letterhead in accordance with this RFQ.

9.3. Please quote our Request Number **3807399** in all your correspondence regarding this request for price quotation.

10. Contract Clauses:

FAR & DOSAR (attached) clauses will apply to this purchase order. These clauses can be accessed through following link:

http://aoepd.a.state.gov/Content/documents/overseas_comm-item-fac-2005-36.docx

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE	APR 1984

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-52)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm> 6

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JUN 2010
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (U.S.C. 7104(g))

____ Alternate I (AUG 2007) of 52.222-50 (U.S.C. 7104(g))

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Clause Number and Title

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). *[Check if order exceeds \$150,000]*

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) – (24) [Reserved].

(25) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). *[Check if order is for supplies and exceeds the micro-purchase threshold]*

(26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*

(27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*

(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). *[Check if the following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*

(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). *[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*

(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).

[Check if you have included the clause 52.222-35]

(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) [Check if the order is for services and the amount exceeds \$150,000]

(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) [Check for all orders]

(32)(ii) Alternate I of 52.222-50 [Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]

(33) – (38) [Reserved].

(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$203,000]

(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]

(41) – (44) [Reserved].

(45) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by *EFT and the contractor has registered in the CCR*]

(46) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]

(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). [Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]

(ii) Alternate I (APR 2003) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial Items:

Clause Number and Title (1) – (6) [Reserved]

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). *[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]*

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247) Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is <i>[contracting officer insert rate]</i> of compensation for services.”	JUNE 2006

652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is "	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or

information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>

(End of clause)

11. SOLICITATION PROVISIONS:

A. Summary of instructions. Each offer must consist of the following:

A.1. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter has all licenses and permits required by local law
- (5) Provide a client list to whom your firm provided similar services in the past.

12. EVALUATION FACTORS:

1. Award will be made to the lowest priced, technically acceptable, responsible offeror. The quoter shall submit a price quote along with information requested in solicitation provisions.
2. The Government reserves the right to reject proposals that are unreasonably low or high in price.
3. The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information solicitation provisions.**
4. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and

- be otherwise qualified and eligible to receive an award under applicable laws and regulations.